

PART I - SECTION C
SCOPE OF WORK

REMOVE AND REPAIR ABANDONED ELECTRICAL WIRING
ATLANTA ARTCC, HAMPTON, GA

Contractor shall furnish all personnel, labor, equipment, tools, materials, and supervision necessary to provide cleanup of one power panel, replacement of old wire, removal of cut wire from power panels to source and relocation of circuits as specified in the attached Work Specifications.

PART I - SECTION D
PACKAGING AND MARKING

Not Applicable

PART I - SECTION E

INSPECTION AND ACCEPTANCE

3.1-1 **Clauses and Provisions Incorporated by reference (July 2011)**

This screening information request (SIR) or contract, as applicable, incorporates by reference the provisions or clauses listed below with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make the full text available, or offerors and contractors may obtain the full text via Internet at: <http://conwrite.faa.gov>.

(End of clause)

3.10.4-1 Contractor Inspection Requirements (April 1996)

3.10.4-9 Inspection of Facilities (April 1996)

3.10.4-10 Inspection of Construction (September 2009)

3.1-1 **Clauses and Provisions Incorporated by Reference** (July 2011)

(End of clause)

PLACE OF PERFORMANCE:

**DOT/Federal Aviation Administration
Atlanta Air Route Traffic Control Center
299 Woolsey Road
Hampton, GA 30228**

3.1-1 **Clauses and Provisions Incorporated by reference (July 2011)**

(End of clause)

(End of clause)

Contracting Officer's Representative: Steven Kennedy
DOT/FAA
ATL ARTCC
299 Woolsey Road
Hampton, GA 30228
PH: 770-210-7978

G.2 Correspondence Procedures

All correspondence should be addressed to the Contracting Officer with a copy to the COR.

G.3 Safety and Liability

The contractor will be responsible for his/her own and his/her own subcontractor employees strict observance of all rules and regulations of the Occupational Safety and Health Administration (OSHA), applicable FAA Authorities and other governing jurisdictions during the performance of this contract.

G.4 Voluntary Site Visit

Prospective bidders may contact Steven Kennedy, 770-210-7978, to arrange for an inspection of premises to be served.

G.5

Contractor must provide Electronic Funds Transfer Information as per AMS Clause 3.3.1-34, contained in Part II-Section I.

G.6

Contractor must be registered in System for Award Management (SAM), as per AMS Clause 3.3.1-33, contained in Part II-Section I.

3.1-1 **Clauses and Provisions Incorporated by reference (July 2011)**

(End of clause)

Specific security requirements are outlined in Clauses 3.14-2, Contractor Personnel Suitability Requirements; 3.14-3, Foreign Nationals as Contractor Employees; and 3.14-4, Government-Issued Keys, ID Badges, PIVs and Vehicle Decals. The offeror is required to determine and provide for the effects, if any, that these security requirements may have on the offer or contract performance. Failure of the offeror to determine the affect of these requirements on cost or performance beforehand will not excuse noncompliance, nor will it be the basis for modifying the contract after award to compensate for adherence to the requirements.

3.1-1 **Clauses and Provisions Incorporated by Reference** (July 2011)

(End of clause)

3.1.7-1	Exclusion from Future Agency Contracts (August 1997)
3.1.7-2	Organizational Conflicts of Interest (August 1997)
3.1.7-5	Disclosure of Conflicts of Interest (March 2009)
3.1.7-4	Organizational Conflict of Interest (March 2009)
3.2.2.3-27	Subcontractor Cost or Pricing Data (July 2004)
3.2.2.3-33	Order of Precedence (March 2009)
3.2.2.3-42	Differing Site Conditions (July 2004)
3.2.2.3-43	Site Investigation and Conditions Affecting the Work (July 2004)
3.2.2.3-45	Material and Workmanship (July 2004)
3.2.2.3-46	Supervising the Contract Work (July 2004)
3.2.2.3-47	Permits and Responsibilities (July 2004)
3.2.2.3-48	Other Contracts (March 2009)
3.2.2.3-49	Protecting Existing Vegetation, Structures, Equipment, Utilities, and Improvements (July 2004)
3.2.2.3-50	Property Protection (March 2009)
3.2.2.3-51	Operations and Storage Areas (July 2004)
3.2.2.3-53	Cleaning Up and Roadway Maintenance (July 2004)
3.2.2.3-54	Preventing Accidents (July 2004)
3.2.2.3-55	Availability and Use of Utility Services (July 2004)
3.2.2.3-60	Specifications, Drawings, and Material Offers (March 2009)
3.2.2.3-66	Contractor's Daily Log (July 2004)
3.2.2.3-67	Special Precautions for Work at Operating Airports (July 2004)
3.2.2.3-68	Safety and Health (July 2004)
3.2.2.3-69	Subcontracts - Construction (July 2004)
3.2.2.7-6	Protecting the Government's Interest when Subcontracting with Contractors Debarred, Suspended, or Proposed for Debarment (April 2011)
3.2.2.7-8	Disclosure of Team Arrangements (April 2008)
3.2.5-1	Officials Not to Benefit (April 1996)
3.2.5-3	Gratuities or Gifts (January 1999)
3.2.5-4	Contingent Fees (October 1996)
3.2.5-5	Anti-Kickback Procedures (October 2010)
3.2.5-8	Whistleblower Protection for Contractor Employees (April 1996)
3.3.1-1	Payments (April 1996)
3.3.1-2	Payments under Fixed-Price Construction Contracts (April 1996)
3.3.1-7	Limitation on Withholding of Payments (May 1997)
3.3.1-8	Extras (May 1997)
3.3.1-10	Availability of Funds (May 1997)
3.3.1-11	Availability of Funds (April 1996)
3.3.1-13	Limitation of Cost (Facilities) (April 1996)
3.3.1-15	Assignment of Claims (April 1996)
3.3.1-17	Prompt Payment (September 2009)
3.3.1-19	Prompt Payment for Construction Contracts (September 2009)
3.3.1-31	Progress Payments (November 2000)

3.3.1-34	Payment by Electronic Funds Transfer- Central Contractor Registration (March 2009)
3.3.2-1	FAA Cost Principles (October 1996)
3.4.1-5	Payment Bond Requirements (April 1996)
3.4.1-6	Additional Bond Security (April 1996)
3.4.1-7	Notice to Proceed (April 1996)
3.4.1-8	Patent Infringement Bond Requirements (October 1996)
3.4.1-9	Deposit of Assets Instead of Surety Bonds (April 1996)
3.4.1-10	Insurance - Work on a Government Installation (July 1996)
3.4.2-8	Federal, State, and Local Taxes - Fixed Price Contract (April 1996)
3.6.1-1	Notice of Total Small Business Set-Aside (January 2010)
3.6.1-2	Notice of Very Small Business Set-Aside (July 2006)
3.6.1-3	Utilization of Small, Small Disadvantaged and Women-Owned, and Service-Disabled Veteran Owned Small Business Concerns (March 2009)
3.6.1-4	Small, Small Disadvantaged, Women-Owned and Service-Disabled Veteran Owned Small Business Subcontracting Plan (October 2010)
3.6.1-6	Liquidated Damages – Subcontracting Plan (January 2010)
3.6.1-7	Limitations on Subcontracting (October 2011)
3.6.1-8	Notification of Competition Limited to Eligible SEDB Concerns (January 2010)
3.6.1-9	Mentor Protégé Program (October 2011)
3.6.1-11	Mentor Requirements and Evaluation (October 2011)
3.6.1-12	Notice of Service-Disabled Veteran Owned Small Business Set-Aside (October 2011)
3.6.1-14	Notice of Partial Small Business Set-Aside (January 2010)
3.6.1-15	Post-Award Small Business Program Representation (Apr 2011)
3.6.2-2	Convict Labor (April 1996)
3.6.2-6	Previous Contracts and Compliance Reports (May 1997)
3.6.2-9	Equal Opportunity (August 1998)
3.6.2-16	Notice to the Government of Labor Disputes (April 1996)
3.6.2-18	Davis Bacon Act (October 2010)
3.6.2-19	Withholding-Labor Violations (April 1996)
3.6.2-20	Payrolls and Basic Records (April 2011)
3.6.2-21	Apprentices, Trainees, and Helpers (October 2010)
3.6.2-22	Subcontracts (Labor Standards) (October 2010)
3.6.2-23	Certification of Eligibility (April 1996)
3.6.2-35	Prevention of Sexual Harassment (August 1998)
3.6.2-39	Trafficking in Persons (January 2008)
3.6.2-44	Notification of Employee Rights Under the National Labor Relations Act (January 2012)
3.6.3-3	Hazardous Material Identification and Material Safety Data (April 2009)
3.6.3-13	Recycle Content and Environmentally Preferable Products (April 2009)
3.6.3-14	Use Of Environmentally Preferable Products (April 2009)
3.6.3-16	Drug Free Workplace (March 2009)
3.6.3-17	Efficiency in Energy-Using Products (April 2008)
3.6.4-3	Buy American Act - Construction Materials (October 2011)
3.6.4-10	Restrictions on Certain Foreign Purchases (January 2010)
3.10.1-12	Changes – Fixed Price (April 1996)
3.10.1-15	Changes-Construction, Dismantling, Demolition, or Removal of Improvements (July 1996)
3.10.1-16	Changes and Changed Conditions (April 1996)
3.9.1-1	Contract Disputes (October 2011)
3.9.1-2	Protest After Award (August 1997)
3.10.1-7	Bankruptcy (April 1996)
3.10.1-8	Suspension of Work (September 1998)
3.10.1-24	Notice of Delay (March 2009)
3.10.1-25	Novation and Change-Of-Name Agreements (October 2007)
3.10.1-26	Contractor Performance Assessment Reporting System (July 2011)
3.10.2-1	Subcontracts (Fixed-Price Contracts) (April 1996)

3.10.2-5	Competition in Subcontracting (January 1998)
3.10.2-6	Subcontracts for Commercial Items and Commercial Components (April 1996)
3.10.3-1	Definitions (April 2004)
3.10.3-2	Government Property - Basic Clause (April 2004)
3.10.6-6	Default (Fixed Price Construction) (October 1996)
3.13-5	Seat Belt Use by Contractor Employees (October 2001)
3.13-11	Plain Language (July 2006)
3.13-13	Contractor Policy to Ban Text Messaging While Driving (January 2011)
3.14-3	Foreign Nationals as Contractor Employees (April 2008)
3.14-5	Sensitive Unclassified Information (SUI) (July 2008)

3.2.2.3-41 Performing Work (July 2004)

The Contractor (you) must perform, using your own organization, work equivalent to at least **25 percent** of the total amount of work under the contract on the site. The CO may modify this contract to reduce this percentage if you request a reduction and the CO determines that it would be to the Government's advantage to do so.

(End of clause)

3.2.2.3-71 Commencement, Prosecution, and Completion of Work (July 2004)

The Contractor (you) must

- (a) begin work under this contract within 1 calendar day after the date you receive the notice to proceed,
- (b) perform the work diligently, and
- (c) complete the entire work ready for use not later than **90 days after Notice to Proceed**. The time allowed for completion must include final cleanup of the premises.

(End of clause)

3.3.1-33 System for Award Management (August 2012)

- (a) Definitions. As used in this clause

"Data Universal Numbering System (DUNS) number" means the 9-digit number assigned by Dun and Bradstreet, Inc. (D&B) to identify unique business entities.

"Data Universal Numbering System +4 (DUNS+4) number" means the DUNS number assigned by D&B plus a 4-character suffix that may be assigned by a business concern. (D&B has no affiliation with this 4-character suffix.) This 4-character suffix may be assigned at the discretion of the business concern to establish additional SAM records for identifying alternative Electronic Funds Transfer (EFT) accounts for the same parent concern.

"Registered in the SAM database" means that the Contractor has entered all mandatory information, including the DUNS number or the DUNS+4 number, into the SAM database.

"System for Award Management (SAM) Database" means the primary Government repository for Contractor information required for the conduct of business with the Government.

- (b)(1) By submission of an offer, the offeror acknowledges the requirement that a prospective awardee shall be registered in the SAM database prior to award, during performance, and through final payment of any contract, basic agreement, basic ordering agreement, or blanket purchasing agreement resulting from this solicitation.

- (2) The offeror shall enter, in Representations, Certifications and Other Statements of Offerors Section of the solicitation, the DUNS or DUNS +4 number that identifies the offeror's name and address exactly as stated in the offer. The DUNS number will be used by the Contracting Officer to verify that the offeror is registered in the SAM database.

- (c) If the offeror does not have a DUNS number, it should contact Dun and Bradstreet directly to obtain one.

(1) An offeror may obtain a DUNS number

(i) If located within the United States, by calling Dun and Bradstreet at 1-866-705-5711 or via the Internet at <http://fedgov.dnb.com/webform>; or

(ii) If located outside the United States, by contacting the local Dun and Bradstreet office.

(2) The offeror should be prepared to provide the following information:

(i) Company legal business.

(ii) Tradestyle, doing business, or other name by which your entity is commonly recognized.

(iii) Company Physical Street Address, City, State, and ZIP Code.

(iv) Company Mailing Address, City, State and ZIP Code (if different from physical street address).

(v) Company Telephone Number.

(vi) Date the company was started.

(vii) Number of employees at your location.

(viii) Chief executive officer/key manager.

(ix) Line of business (industry).

(x) Company Headquarters name and address (reporting relationship within your entity).

(d) If the offeror does not become registered in the SAM database in the time prescribed by the Contracting Officer, the Contracting Officer may proceed to award to the next otherwise successful registered offeror.

(e) Processing time, which normally takes 48 hours, should be taken into consideration when registering. Offerors who are not registered should consider applying for registration immediately upon receipt of this solicitation.

(f) The Contractor is responsible for the accuracy and completeness of the data within the SAM database, and for any liability resulting from the Government's reliance on inaccurate or incomplete data. To remain registered in the SAM database after the initial registration, the Contractor is required to review and update on an annual basis from the date of initial registration or subsequent updates its information in the SAM database to ensure it is current, accurate and complete. Updating information in the SAM does not alter the terms and conditions of this contract and is not a substitute for a properly executed contractual document.

(g)(1)(i) If a Contractor has legally changed its business name, "doing business as" name, or division name (whichever is shown on the contract), or has transferred the assets used in performing the contract, but has not completed the necessary requirements regarding novation and change-of-name agreements in AMS Procurement Guidance, the Contractor shall provide the responsible Contracting Officer a minimum of one business day's written notification of its intention to:

(A) change the name in the SAM database;

(B) comply with the requirements of AMS regarding novation and change-of-name agreements; and

(C) agree in writing to the timeline and procedures specified by the responsible Contracting Officer. The Contractor must provide the Contracting Officer with the notification, sufficient documentation to support the legally changed name.

(ii) If the Contractor fails to comply with the requirements of paragraph (g)(1)(i) of this clause, or fails to perform the agreement at paragraph (g)(1)(i)(C) of this clause, and, in the absence of a properly executed novation or change-of-name agreement, the SAM information that shows the Contractor to be other than the Contractor indicated in the contract will be considered to be incorrect information within the meaning of the "Suspension of Payment" paragraph of the electronic funds transfer (EFT) clause of this contract.

(2) The Contractor shall not change the name or address for EFT payments or manual payments, as appropriate, in the SAM record to reflect an assignee for the purpose of assignment of claims. Assignees shall be separately registered in the SAM database. Information provided to the Contractor's SAM record that indicates payments, including those made by EFT, to an ultimate recipient other than that Contractor will be considered to be incorrect information within the meaning of the "Suspension of payment" paragraph of the EFT clause of this contract.

(h) Offerors and Contractors may obtain information on registration and annual confirmation requirements via the internet at <http://www.sam.gov>.

(End of Clause)

3.3.1-36**Availability of Funds - Option Periods under a Continuing Resolution (April 2008)**

Due to the possibility of the enactment of a continuing resolution in lieu of an annual appropriation, full fiscal year funding may not be available for an entire contract option period. In the event of a continuing resolution, FAA will only be liable for an amount based on the time period specified by the continuing resolution. The amount of funds made available by the continuing resolution will be specified by subsequent modification. If the contractor provides services in excess of the funded amount or beyond the covered period, the contractor does so at its own risk.

(End of Clause)

3.6.2-24**Affirmative Action Compliance Requirements for Construction**
(October 2010)

(a) Definitions.

(1) "Employer identification number," as used in this clause, means the last four digits of the Federal Social Security number used on the employer's quarterly federal tax return, U.S. Treasury Department Form 941.

(2) "Minority," as used in this clause, means

(i) Black (all persons having origins in any of the black African racial groups not of Hispanic origin);

(ii) Hispanic (all persons of Mexican, Puerto Rican, Cuban, Central or South American, or other Spanish culture or origin, regardless of race);

(iii) Asian and Pacific Islander (all persons having origins in any of the original peoples of the Far East, Southeast Asia, the Indian Subcontinent, or the Pacific Islands); and

(iv) American Indian or Alaskan Native (all persons having origins in any of the original peoples of North America and maintaining identifiable tribal affiliations through membership and participation or community identification).

(b) If the Contractor, or a subcontractor at any tier, subcontracts a portion of the work involving any construction trade, each such subcontract in excess of \$10,000 shall include this clause, including the goals for minority and female participation stated herein.

(c) The goals for minority and female participation, expressed in percentage terms for the Contractor's aggregate work force in each trade on all construction work in the covered area, are as follows:

Goals for minority participation:	21.2%
Goals for female participation:	6.9%

Compliance with the goals will be measured against the total work hours performed.

(d) The Contractor shall provide written notification to the Office of Federal Contract Compliance Programs (OFCCP) area office within 10 working days following award of any construction subcontract in excess of \$10,000 at any tier for construction work under the contract resulting from this screening information request. The notification shall list the:

- (1) Name, address, and telephone number of the subcontractor,
- (2) Employer identification number of the subcontractor;
- (3) Estimated dollar amount of the subcontract;

(4) Estimated starting and completion dates of the subcontract; and

(5) Geographical area in which the subcontract is to be performed.

(e) The Contractor shall implement the affirmative action procedures in subparagraphs (f)(1) through (7) of this clause. The goals stated in this contract are expressed as percentages of the total hours of employment and training of minority and female utilization that the Contractor should reasonably be able to achieve in each construction trade in which it has employees in the covered area. If the contractor performs construction work in a geographical area located outside of the covered area, it shall apply the goals established for the geographical area where that work is actually performed. The Contractor is expected to make substantially uniform progress toward its goals in each craft.

(f) The contractor shall take affirmative action steps at least as extensive as the following:

(1) Ensure a working environment free of harassment, intimidation, and coercion at all sites, and in all facilities where the Contractor's employees are assigned to work. The Contractor, if possible, will assign two or more women to each construction project. The Contractor shall ensure foremen, superintendents, and other on-site supervisory personnel are aware of and carry out the Contractor's obligation to maintain such a working environment, with specific attention to minority or female individuals working at these sites or facilities.

(2) Immediately notify the OFCCP area office when the union or unions, with which the Contractor has a collective bargaining agreement, has not referred back to the Contractor a minority or woman sent by the Contractor, or when the Contractor has other information that the union referral process has impeded the Contractor's efforts to meet its obligations.

(3) Develop on-the-job training opportunities and/or participate in training programs for the area that expressly include minorities and women, including upgrading programs and apprenticeship and trainee programs relevant to the Contractor's employment needs, especially those programs funded or approved by the Department of Labor. The Contractor shall provide notice of these programs to the sources compiled under subparagraph (f)(2) above.

(4) Review, at least annually, the Contractor's equal employment policy and affirmative action obligations with all employees having responsibility for hiring, assignment, layoff, termination, or other employment decisions. Conduct reviews of this policy with all on-site supervision, personnel prior to initiation of construction work at a job site. A written record shall be made and maintained identifying the time and place of these meetings, persons attending, subject matter discussed, and disposition of the subject matter.

(5) Disseminate the Contractor's equal employment policy externally by including it in any advertising in the news media, specifically including minority and female news media. Provide written notification to, and discuss this policy with, other Contractors and subcontractors with which the Contractor does or anticipates doing business.

(6) Conduct, at least annually, an inventory and evaluation at least of all minority and female personnel for promotional opportunities. Encourage these employees to seek or to prepare for, through appropriate training, etc., opportunities for promotion.

(7) Maintain a record of solicitations for subcontracts for minority and female construction contractors and suppliers, including circulation of solicitations to minority and -female contractor associations and other business associations.

(g) The Contractor is encouraged to participate in voluntary associations that may assist in fulfilling one or more of the affirmative action obligations contained in subparagraphs (f)(1) through (7). The efforts of a contractor association, joint contractor-union, contractor-community, or similar group of which the contractor is a member and participant, may be useful in achieving one or more of its obligations under subparagraphs (f)(1) through (7).

(h) A single goal for minorities and a separate single goal for women shall be established. The Contractor is required to provide equal employment opportunity and to take affirmative action for all minority groups, both male and female, and all women, both minority and non-minority. Consequently, the Contractor may be in violation of Executive Order 11246, as amended, if a particular group is employed in a substantially disparate manner.

(i) The contractor shall not use goals or affirmative action standards to discriminate against any person because of race, color, religion, sex, or national origin.

(j) The Contractor shall not enter into any subcontract with any person or firm debarred from Government contracts under Executive Order 11246, as amended.

(k) The Contractor shall carry out such sanctions and penalties for violation of this clause and of the Nondiscrimination and Affirmative Action clause, including suspension, termination, and cancellation of existing subcontracts, as may be imposed or ordered under Executive Order 11246, as amended, and its implementing regulations, by the OFCCP. Any failure to carry out these sanctions and penalties as ordered shall be a violation of this clause and Executive Order 11246, as amended.

(l) Nothing contained herein shall be construed as a limitation upon the application of other laws that establish different standards of compliance.

(End of clause)

3.6.3-12 Asbestos - Free Construction (April 2009)

(a) In performing this contract, the Contractor shall not use asbestos or asbestos-containing building materials during construction, renovation, and/or modernization of this facility and shall provide to the Contracting Officer (CO) a signed statement [CO state due date of statement here related to completion of the project] indicating that to the best of its knowledge, no asbestos or asbestos-containing building materials were used during construction, renovation, and/or modernization of this facility. The Contractor's certification under this clause is considered to be a material requirement of the contract and the FAA may withhold payment pending submittal and receipt of an acceptable certification.

(b) The FAA CO may authorize sample testing of contractor building materials used during construction, renovation, and/or modernization of this facility to verify that they are asbestos-free. The FAA will bear the expense of this testing unless the testing reveals that the Contractor used asbestos-containing building material in performing this contract. If asbestos-containing material is found, the Contractor shall remove and replace the asbestos-containing material and decontaminate the site of asbestos contamination caused by the Contractor at no additional cost to the Government. In addition, the Contractor shall bear the expense of the original testing and retesting to determine that the asbestos removal and site decontamination are satisfactorily completed.

(End of clause)

3.14-1 Security Requirements - Classified Contracts (July 2002)

(a) This clause applies to the extent that this contract involves access to information that is classified as "Confidential," "Secret," or "Top Secret."

(b) The Contractor shall comply with the requirements in (1) the Contract Security Classification Specification (DD Form 254) included in the current edition of the National Industrial Security Operating Manual (DOD 5220.22-M) for the protection of classified information at its cleared facility, if applicable, as directed by the Defense Security Service. If the Contractor has access to classified information at an FAA owned or FAA leased facility, it shall comply with the security requirements of the FAA.

(c) If, subsequent to the date of this contract, the security classification or security requirements under this contract are changed by the Government and if the changes cause an increase or decrease in security costs or otherwise affect any other term or condition of this contract, the contract shall be subject to an equitable adjustment.

(d) The Contractor agrees to insert terms that conform substantially to the language of this clause, including this paragraph d) but excluding any reference to the "Changes" clause of this contract, in all subcontracts under this contract that involve access to classified information.

(End of clause)

PART III - SECTION J
LIST OF ATTACHMENTS

1. Work Specifications/Drawings
2. Wage Determination No. GA120317, dtd 9/28/2012
3. Business Declaration Form (MUST BE RETURNED WITH PROPOSAL)
4. Past Performance Surveys (MUST BE SENT DIRECTLY TO CONTRACTING OFFICER,
FAX: 770-210-7631 , FROM FORMER/CURRENT CUSTOMERS)

PART IV - SECTION K
REPRESENTATIONS, CERTIFICATIONS, AND OTHER STATEMENTS OF OFFERORS

3.1-1 **Clauses and Provisions Incorporated by Reference** (July 2011)

This screening information request (SIR) or contract, as applicable, incorporates by reference the provisions or clauses listed below with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make the full text available, or offerors and contractors may obtain the full text via Internet at: <http://conwrite.faa.gov>.

(End of clause)

3.2.2.3-3	Affiliated Offerors (July 2004)
3.2.5-2	Independent Price Determination (October 1996)
3.2.5-7	Disclosure Regarding Payments to Influence Certain Federal Transactions (October 2010)
3.6.4-15	Buy American Act Certificate (July 1996)
3.6.4-19	Prohibition on Engaging in Sanctioned Activities Relating to Iran-Certification (January 2012)

3.13-4 Contractor Identification Number - Data Universal Numbering System (DUNS) Number (April 2006)

(a) Definitions. As used in this clause

"Contractor Identification Number," as used in this provision, means "Data Universal Numbering System (DUNS) number, which is a nine-digit number assigned by Dun and Bradstreet Information Services, to identify unique business entities (taken from CCR clause)

"Data Universal Numbering System +4 (DUNS+4) number" means the DUNS number assigned by D&B plus a 4-character suffix that may be assigned by a business concern. (D&B has no affiliation with this 4-character suffix.) This 4-character suffix may be assigned at the discretion of the business concern to establish additional CCR records for identifying alternative Electronic Funds Transfer.

(b) Contractor identification is essential for receiving payment and complying with statutory contract reporting requirements. Therefore, the offeror shall provide its DUNS or DUNS+4 number below. The DUNS number will be used by the Contracting Officer to verify that the offeror is registered in the CCR database.

DUNS OR DUNS+4 NUMBER: _____

(c) If the offeror does not have a DUNS number, it should contact Dun and Bradstreet directly to obtain one.

(1) An offeror may obtain a DUNS number

(i) If located within the United States, by calling Dun and Bradstreet at 1-866-705-5711 or via the Internet at <http://www.dnb.com/>; or

(ii) If located outside the United States, by contacting the local Dun and Bradstreet office.

(2) The offeror should be prepared to provide the following information:

(i) Company legal business.

(ii) Trade style, doing business, or other name by which your entity is commonly recognized.

(iii) Company Physical Street Address, City, State, and ZIP Code.

(iv) Company Mailing Address, City, State and ZIP Code (if different from physical street address).

(v) Company Telephone Number.

(vi) Date the company was started.

(vii) Number of employees at your location.

(viii) Chief executive officer/key manager.

(ix) Line of business (industry).

(x) Company Headquarters name and address (reporting relationship within your entity).

(End of provision)

3.2.2.3-2**Minimum Offer Acceptance Period** (July 2004)

(a) 'Acceptance period,' as used in this provision, means the number of calendar days the FAA (we, us) has to award a contract from the date the SIR specifies for receiving offers.

(b) This provision supersedes any language about the acceptance period appearing elsewhere in this SIR.

(c) We require a minimum acceptance period of **90** calendar days.

(d) The offeror (you) may specify a longer acceptance period than the period shown in paragraph (c). To specify a longer period, fill in the blank: The offeror allows the following acceptance period: _____ calendar days.

(e) We may reject an offer allowing less than the FAA's minimum acceptance period.

(f) You agree to fulfill your offer completely if the FAA accepts your offer in writing within:

(1) The acceptance period stated in paragraph (c) of this provision; or

(2) Any longer acceptance period stated in paragraph (d) of this provision.

(End of provision)

3.2.2.3-10**Type of Business Organization** (July 2004)

By checking the applicable box, the offeror (you) represents that--

(a) You operate as ☐ a corporation incorporated under the laws of the State of _____, ☐ an individual, ☐ a partnership, ☐ a nonprofit organization, ☐ a joint venture or ☐ other _____[specify what type of organization].

(b) If you are a foreign entity, you operate as ☐ an individual, ☐ a partnership, ☐ a nonprofit organization, ☐ a joint venture, or ☐ a corporation, registered for business in _____
.
(country)

(End of provision)

3.2.2.3-15 Authorized Negotiators (July 2004)

The offeror states that the following persons are authorized to negotiate on your behalf with the FAA in connection with this offer:

Name: _____

Title: _____

Phone number: _____

(End of provision)

3.2.2.3-23**Place of Performance** (July 2004)

(a) The offeror (you), in fulfilling any contract resulting from this SIR, ☐ intends, ☐ does not intend (check applicable block) to use one or more plants or facilities located at a different address from your address as stated in this offer.

(b) If you check 'intends' in paragraph (a) above, insert the following information:

Place of Performance

Street:
City:
State:
Zip Code:
Name of owner and operator, if other than the owner:

(End of provision)

3.2.2.3-70 Taxpayer Identification (July 2004)

(a) Definitions.

(1) "Common parent," as used in this clause, means a corporate entity that owns or controls an affiliated group of corporations that files an offeror's (you, your) Federal income tax returns on a consolidated basis, and of which you are a member.

(2) "Corporate status," as used in this clause, means a designation as to whether you are a corporate entity, an unincorporated entity (for example, sole proprietorship or partnership), or a corporation providing medical and health care services.

(3) "Taxpayer Identification Number (TIN)," as used in this clause, means the number the Internal Revenue Service (IRS) requires you use in reporting income tax and other returns.

(b) All offerors must submit the information required in paragraphs (c) through (e) of this provision to comply with reporting requirements of 26 U.S.C. 6041, 6041A, and 6050M and implementing regulations issued by IRS. The FAA will use this information to collect and report on any delinquent amounts arising out of your relation with the Federal Government, under Public Law 104 -134, the Debt Collection Improvement Act of 1996, Section 31001(I)(3). If the resulting contract is subject to the reporting requirements and you refuse or fail to provide the information, the Contracting Officer (CO) may reduce your payments 31 percent under the contract.

(c) Taxpayer Identification Number (TIN).

☐ TIN: _____

☐ TIN has been applied for.

☐ TIN is not required because:

☐ Offeror is a nonresident alien, foreign corporation, or foreign partnership that does not leave income effectively connected with the conduct of a trade or business in the U.S. and does not have an office or place of business or a fiscal paying agent in the U.S.;

☐ Offeror is an agency or instrumentality of a foreign government;

☐ Offeror is an agency or instrumentality of a Federal, state, or local government;

☐ Other--State basis. _____.

(d) Corporate Status.

☐ Corporation providing medical and health care services, or engaged in the billing and collecting of payments for such services;

☐ Other corporate entity

☐ Not a corporate entity

☐ Sole proprietorship

☐ Partnership

☐ Hospital or extended care facility described in 26 CFR 501(c)(3) that is exempt from taxation under 26 CFR 501(a).

(e) Common Parent.

☐ A common parent does not own or control the offeror as defined in paragraph (a).

☐ Name and TIN of common parent:

Name _____

TIN _____

(End of provision)

3.2.2.7-7

Certification Regarding Responsibility Matters (January 2010)

(a)(1) The Offeror certifies, to the best of its knowledge and belief, that

(i) The Offeror and/or any of its Principals-

A) Are ☐ are not ☐ presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency;

(B) Have ☐ have not ☐ within a three-year period preceding this offer, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public

(Federal, state, or local) contract or subcontract; violation of Federal or state antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, violating Federal criminal tax laws or receiving stolen property; and

(C) Are ☐ are not ☐ presently indicted for, or otherwise criminally or civilly charged by a governmental entity with, commission of any of the offenses enumerated in subdivision a)(1)

(i)(B) of this provision.

(D) Have ☐, have not ☐, within a three-year period preceding this offer, been notified of any delinquent Federal taxes in an amount that exceeds \$3,000 for which the liability remains unsatisfied.

(1) Federal taxes are considered delinquent if both of the following criteria apply:

(i) The tax liability is finally determined. The liability is finally determined if it has been assessed. A liability is not finally determined if there is a pending administrative or judicial challenge. In the case of a judicial challenge to the liability, the liability is not finally determined until all judicial appeal rights have been exhausted.

(ii) The taxpayer is delinquent in making payment. A taxpayer is delinquent if the taxpayer has failed to pay the tax liability when full payment was due and required. A taxpayer is not delinquent in cases where enforced collection action is precluded.

(2) Examples-

(i) The taxpayer has received a statutory notice of deficiency, under I.R.C. Sec. 6212, which entitles the taxpayer to seek Tax Court review of a proposed tax deficiency. This is not a delinquent tax because it is not a final tax liability. Should the taxpayer seek Tax Court review, this will not be a final tax liability until the taxpayer has exercised all judicial appeal rights.

(ii) The IRS has filed a notice of Federal tax lien with respect to an assessed tax liability, and the taxpayer has been issued a notice under I.R.C. Sec. 6320 entitling the taxpayer to request a hearing with the IRS Office of Appeals contesting the lien filing, and to further appeal to the Tax Court if the IRS determines to sustain the lien filing. In the course of the hearing, the taxpayer is entitled to contest the underlying tax liability because the taxpayer has had no prior opportunity to contest the liability. This is not a delinquent tax because it is not a final tax liability. Should the taxpayer seek tax court review, this will not be a final tax liability until the taxpayer has exercised all judicial appeal rights.

(iii) The taxpayer has entered into an installment agreement pursuant to I.R.C. Sec. 6159. The taxpayer is making timely payments and is in full compliance with the agreement terms. The taxpayer is not delinquent because the taxpayer is not currently required to make full payment.

(iv) The taxpayer has filed for bankruptcy protection. The taxpayer is not delinquent because enforced collection action is stayed under 11 U.S.C. 362 (the Bankruptcy Code).

(b) The Offeror has ☐ has not ☐ within a three-year period preceding this offer, had one or more contracts terminated for default by any Federal agency.

(2) 'Principals,' for the purposes of this certification, means officers; directors; owners; partners; and, persons having primary management or supervisory responsibilities within a business entity (e.g., general manager; plant manager; head of a subsidiary, division, or business segment, and similar positions). THIS CERTIFICATION CONCERNS A MATTER WITHIN THE JURISDICTION OF AN AGENCY OF THE UNITED STATES AND THE MAKING OF A FALSE, FICTITIOUS, OR FRAUDULENT CERTIFICATION MAY RENDER THE MAKER SUBJECT TO PROSECUTION UNDER SECTION 1001, TITLE 18, UNITED STATES CODE.

(c) The Offeror shall provide immediate written notice to the Contracting Officer if, at any time prior to contract award, the Offeror learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

(d) A certification that any of the items in paragraph (a) of this provision exists will not necessarily result in withholding of an award under this SIR. However, the certification will be considered in connection with a determination of the Offeror's responsibility. Failure of the Offeror to furnish a certification or provide such additional information as requested by the Contracting Officer may render the Offeror nonresponsible.

(e) Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render, in good faith, the certification required by paragraph (a) of this provision. The knowledge and information of an Offeror is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

(f) The certification in paragraph (a) of this provision is a material representation of fact upon which reliance was placed when making award. If it is later determined that the Offeror knowingly rendered an erroneous certification, in addition to other remedies available to the Government, the Contracting Officer may terminate the contract resulting from this SIR for default.

(End of provision)

3.3.1-35 Certification of Registration in System for Award Management (August 2012)

In accordance with Clause 3.3.1-33, System for Award Management (SAM), offeror certifies that they are registered in the SAM Database and have entered all mandatory information including the DUNS or DUNS+4 Number.

Name: _____

Title: _____

Phone Number: _____

(End of provision)

3.6.2-8 Affirmative Action Compliance (April 1996)

The offeror represents that (a) it ☐ has developed and has on file, ☐ has not developed and does not have on file, at each establishment, affirmative action programs required by the rules and regulations of the Secretary of Labor (41 CFR 60-1 and 60-2), or (b) it ☐ has not previously had contracts subject to the written affirmative action programs requirement of the rules and regulations of the Secretary of Labor.

(End of provision)

3.6.4-19 Prohibition on Engaging in Sanctioned Activities Relating to Iran-Certification. (January 2012)

(a) Definitions.

"Person"

(1) Means

(i) A natural person;

(ii) A corporation, business association, partnership, society, trust, financial institution, insurer, underwriter, guarantor, and any other business organization, any other nongovernmental entity, organization, or group, and any governmental entity operating as a business enterprise; and

(iii) Any successor to any entity described in paragraph (1)(ii) of this definition; and

(2) Does not include a government or governmental entity that is not operating as a business enterprise.

"Sensitive Technology"

(1) Means hardware, software, telecommunications equipment, or any other technology that is to be used specifically

(i) To restrict the flow of free, unbiased information in Iran; or

(ii) To disrupt, monitor, or otherwise restrict the speech of the people of Iran; and

(2) Does not include information or informational materials the export of which the President does not have the authority to regulate or prohibit pursuant to Section 203(b)(3) of the International Emergency Economic Powers Act (50 U.S.C. 1702(b)(3)).

(3) The offeror must e-mail any questions concerning sensitive technology to the Department of State at CISADA106@state.gov.

(b) Certification. Except as provided in paragraph (c) of this provision or if a waiver has been granted in accordance with AMS Iran Sanctions Guidance, by submission of its offer, the offeror

(1) Represents, to the best of its knowledge and belief, that the offeror does not export any sensitive technology to the government of Iran or any individuals owned or controlled by, or acting on behalf or at the direction of, the government of Iran; and

(2) Certifies that the offeror, or any person owned or controlled by the offeror, does not engage in any activities for which sanctions may be imposed under section 5 of the Iran Sanctions Act of 1996. These sanctioned activities are in the areas of development of the petroleum resources of Iran, production of refined petroleum products in Iran, sale and provision of refined petroleum products to Iran, and contributing to Iran's ability to acquire or develop certain weapons or technologies.

(c) The certification requirement of paragraph (b) of this provision does not apply if the acquisition is subject to the trade-related acts in AMS Trade Agreements Guidance.

(End of provision)

3.8.2-17

Key Personnel and Facilities (May 1997)

(a) The personnel and/or facilities as specified below are considered essential to the work being performed hereunder and may, with the consent of the contracting parties, be changed from time to time during the course of the contract.

(b) Prior to removing, replacing, or diverting any of the specified personnel and/or facilities, the Contractor shall notify in writing, and receive consent from, the Contracting Officer reasonably in advance of the action and shall submit justification (including proposed substitutions) in sufficient detail to permit evaluation of the impact on this contract.

(c) No diversion shall be made by the Contractor without the written consent of the Contracting Officer.

(d) The key personnel and/or facilities under this contract are:

_____	_____
_____	_____
_____	_____
_____	_____

[List key personnel and/or facilities]

(End of clause)

PART IV - SECTION L

3.1-1

<http://conwrite.faa.gov>.

3.2.2.3-1

False Statements in Offers (July 2004)

3.2.2.3-6

Submittals in the English Language (July 2004)

3.2.2.3-11

Unnecessarily Elaborate Submittals (July 2004)

3.2.2.3-12

Amendments to Screening Information Requests (July 2004)

3.2.2.3-13

Submission of Information/Documentation/Offers (July 2004)

3.2.2.3-14

Late Submissions, Modifications, and Withdrawals of Submittals (July 2004)

3.2.2.3-16

Restricting, Disclosing and Using Data (July 2004)

3.2.2.3-17

Preparing Offers (July 2004)

3.2.2.3-18

Prospective Offeror's Requests for Explanations (March 2009)

3.2.2.3-19

Contract Award (July 2004)

3.2.2.3-72

Announcing Competing Offerors (July 2004)

3.3.1-28

Notice of Progress Payments (November 1997)

3.13-4

Contractor Identification Number - Data Universal Numbering System (DUNS) Number (April 2006)

3.1.9-1

i. Contracts written on paper and contracts in electronic form;

ii. Pen-and-ink signatures and electronic signatures; and

iii. Other legally-required written records and the same information in electronic form.

(End of Clause)

(End of Clause)

3.2.2.3-20**Electronic Offers (July 2004)**

- (a) The offeror (you) may submit responses to this SIR by the following electronic means: FAX or EMAIL. Your offer must arrive at the place and by the time specified in the SIR.
- (b) Electronic offers must refer to this SIR and include, as applicable, the item or sub-items, quantities, unit prices, time and place of delivery, all representations and other information required and a statement specifying the extent of your agreement with all the FAA's (we) terms, conditions, and provisions..
- (c) We may decline to consider electronic offers that do not include required information, or that reject any of the terms, conditions and provisions of the SIR.
- (d) We reserve the right to make award solely on the electronic offer. However, if the CO requests, you must promptly submit the complete original (hard copy) signed proposal.
- (e) Send your offer electronically to FAX: 770-210-7631 or EMAIL: laura.duffee@faa.gov
- (f) If you chose to send your offer electronically, we will not be responsible for any failure attributable to transmitting or receiving the offer.

(End of provision)

3.2.2.3-22**Period for Acceptance of Offer (July 2004)**

The offeror (you) agrees that if this offer is accepted within _____ calendar days (60 calendar days unless you insert a different period) from the date the SIR specifies for receiving offers, to provide all items for which you offer prices at the price set opposite each item, delivered at the designated point(s), within the time specified in the Schedule.

(End of provision)

3.2.2.3-63**Site Visit (Construction) (July 2004)**

(a) AMS clauses 3.2.2.3-42, Differing Site Conditions, and 3.2.2.3-43, Site Investigations and Conditions Affecting the Work, will be included in any contract awarded under this SIR. Accordingly, FAA urges and expects offerors to inspect the site where the work will be performed.

(b) Site visits may be arranged during normal duty hours by contacting:

Name: STEVEN KENNEDY

Address: FAA/ATL ARTCC, 299 WOOLSEY ROAD, HAMPTON, GA 30228

Telephone: 770-210-7978

(End of provision)

3.2.4-1**Type of Contract (April 1996)**

The FAA contemplates award of a firm fixed price contract resulting from this Screening Information Request.

(End of provision)

3.9.1-3**Protest (October 2011)**

AS A CONDITION OF SUBMITTING AN OFFER OR RESPONSE TO THIS SIR (OR OTHER SOLICITATION, IF APPROPRIATE), THE OFFEROR OR POTENTIAL OFFEROR AGREES TO BE BOUND BY THE FOLLOWING PROVISIONS RELATING TO PROTESTS:

(a) Protests concerning Federal Aviation Administration Screening Information Requests (SIRs) or awards of contracts shall be resolved through the Federal Aviation Administration (FAA) dispute resolution system at the Office of Dispute Resolution for Acquisition (ODRA) and shall be governed by the procedures set forth in 14 C.F.R. Parts 14 and 17, which are hereby incorporated by reference. Judicial review, where available, will be in accordance with 49 U.S.C. 46110 and shall apply only to final agency decisions. A protestor may seek review of a final FAA decision only after its administrative remedies have been exhausted.

(b) Offerors initially should attempt to resolve any issues concerning potential protests with the Contracting Officer. The Contracting Officer should make reasonable efforts to answer questions promptly and completely, and, where possible, to resolve concerns or controversies. The protest time limitations, however, will not be extended by attempts to resolve a potential protest with the Contracting Officer.

(c) The filing of a protest with the ODRA may be accomplished by mail, overnight delivery, hand delivery, or by facsimile or if permitted by order of the ODRA, by electronic filing.. A protest is considered to be filed on the date it is received by the ODRA during normal business hours. The ODRA's normal business hours are from 8:30 am to 5:00 pm Eastern Time.

(d) Only an interested party may file a protest. An interested party is one whose direct economic interest has been or would be affected by the award or failure to award an FAA contract. Proposed subcontractors are not "interested parties" within this definition.

(e) A written protest must be filed with the ODRA within the times set forth below, or the protest shall be dismissed as untimely:

(1) Protests based upon alleged improprieties in a solicitation or a SIR that are apparent prior to bid opening or the time set for receipt of initial proposals shall be filed prior to bid opening or the time set for the receipt of initial proposals.

(2) In procurements where proposals are requested, alleged improprieties that do not exist in the initial solicitation, but which are subsequently incorporated into the solicitation, must be protested not later than the next closing time for receipt of proposals following the incorporation.

(3) For protests other than those related to alleged solicitation improprieties, the protest must be filed on the later of the following two dates:

(i) Not later than seven (7) business days after the date the protester knew or should have known of the grounds for the protest; or

(ii) If the protester has requested a post-award debriefing from the FAA Product Team, not later than five (5) business days after the date on which the Product Team holds that debriefing.

(f) Protests shall be filed at:

(1) Office of Dispute Resolution for Acquisition
Federal Aviation Administration
800 Independence Ave., S.W.
Room 323
Washington, DC 20591

Telephone: (202) 267-3290
Facsimile: (202) 267-3720; or

(2) Other address as specified in 14 CFR Part 17.

(g) At the same time as filing the protest with the ODRA, the protester shall serve a copy of the protest on the Contracting Officer and any other official designated in the SIR for receipt of protests by means reasonably calculated to be received by the Contracting Officer on the same day as it is to be received by the ODRA. The

protest shall include a signed statement from the protester, certifying to the ODRA the manner of service, date, and time when a copy of the protest was served on the Contracting Officer and other designated official(s).

(h) Additional information and guidance about the ODRA dispute resolution process for protests can be found on the ODRA Website at <http://www.faa.gov>.

(End of provision)

SO-L-1

REQUIRED DOCUMENTS

The contractor **MUST** return the following completed documents as part of its offer:

a) **Signed and Completed SF 33, Solicitation, Offer/Award and SF 36, Continuation Sheet**

b) **Section K, Representations, Certifications, & Other Statements of Offerors**

c) **Certificate of Insurance**

d) **Business Declaration (Attached)**

e) **Past Experience**

List all customers and facilities for which you had contracts to provide *electrical services* for the last five years. Provide a summary for each contract. Specifically identify projects of similar scope and complexity as that described in the Statement of Work in this solicitation. Provide current phone numbers of points of contact for each customer with whom you had these projects for the last five years.

f) **Past Performance Surveys (Attached)**

Arrange for at least three past customers for which you have completed work within the last 3 years, or for whom you are currently working, to complete and submit directly to the Government (**FAX: 770-210-7631**) customer surveys to be considered by the Government in evaluating your firm's past performance and customer satisfaction. To be considered in offer evaluations, completed customer surveys must be received by the Government no later than the closing date for submission of offers.

g) **Work in Progress**

A list of all current work in progress, including project names, contract award amounts, and customer point of contact names and phone numbers.

3.1-1 **Clauses and Provisions Incorporated by Reference** (July 2011)

(End of clause)

3.2.4-31 Evaluation of Options (April 1996)

(End of provision)

(2) The Government may determine a contractor to be unacceptable without evaluation of other factors if evaluation of past experience reveals insufficient past experience performing work similar to this project.

- (a) reject any or all offers if such action is in the public interest;
- (b) accept other than the lowest offer;
- (c) waive informalities and minor irregularities in offers received;
- (d) make award without written or oral discussion with offerors.
- (e) have discussions with any one offeror, all offerors, or without any discussion.

a. Past Experience Performing Work Similar to this Project. Past experience performing similar work includes, but is not limited to: (1) the specified work similar in dollar value; (2) work at a similar size facility.

Past performance includes, but is not limited to: (1) quality of work; (2) timeliness of completion; (3) effectiveness of management; (4) ability to work effectively with the owner; (5) labor and safety compliance, etc.

Customer Satisfaction is the degree to which customers have been satisfied with the contractor's overall performance. The government may consider any other verifiable outside information known or learned about the

offeror, such as another office's experience with the offeror, or personal knowledge of the offeror's prior performance.

c. Ability to Meet the Contract Requirements in Terms of Other Commitments and Availability of Resources to Perform the Work.

d. This requirement is offered to all qualified, responsive concerns and offers will be considered using a tiered order of precedence. Each tier will be evaluated using the procedure outlined below. A determination of insufficient competition or unreasonable price will be made before the next tier is evaluated.

(End of provision)

Tiered Evaluation

First Tier. It is the intent of the FAA to award a contract on a competitive basis to an eligible *Very Small Business* concern, provided that adequate competition is received and award can be made at a fair market price.

Second Tier. If circumstances do not permit a Very Small Business award, the responsive offeror(s) from the first tier will be included in the evaluation of the second tier. The Government intends to award a contract on a competitive basis to an eligible *8(a) Business*, provided that adequate competition is received and award can be made at a fair market price.

Third Tier. If circumstances do not permit an 8(a) award, the responsive offeror(s) from the first and second tiers will be included in the evaluation of the third tier. The Government intends to award a contract on a competitive basis to an eligible *Service-Disabled Veteran Business* concern, provided that adequate competition is received and award can be made at a fair market price.

Fourth Tier. If circumstances do not permit a Service-Disabled Veteran award, the responsive offeror(s) from the first, second, and third tiers will be included in the evaluation of the fourth tier. The Government intends to award a contract on a competitive basis to an eligible *Small Business* concern, provided that adequate competition is received and award can be made at a fair market price.

Fifth Tier. If circumstances do not permit an award in the fourth tier, the FAA intends to award a contract on the basis of *Full and Open Competition* from among all responsible, responsive offers received providing award can be made at a fair market price.

Adequate competition is defined as at least two (2) competitive offers received from qualified, responsible business concerns at the tier under evaluation.

If proposal is determined to be "unacceptable" in any evaluation area, criteria, or sub-element thereof, shall render the entire proposal to be unacceptable and therefore rejected from further consideration. One-on-one discussions may be held at the option of the Government, as determined necessary by the Contracting Officer, to clarify statements, resolve issues and omissions, etc.